

INTERLOCAL AGREEMENT

by and between:

**SEDGWICK COUNTY, KANSAS
and
CITY OF WICHITA, KANSAS**

This Interlocal Agreement (this “Agreement”) made and entered into this ____ day of _____, 2016, by and between Sedgwick County, Kansas (“County”) and the City of Wichita, Kansas (“City”).

WITNESSETH:

WHEREAS, City currently leases the Wichita-Sedgwick County Law Enforcement Training Center at 2235 W. 37th Street North, Wichita, Sedgwick County, Kansas, from Unified School District #259, and has continuously held such lease since March 6, 1984; and

WHEREAS, the City and County have jointly operated the Law Enforcement Training Center since June 12, 1985, through a cooperative agreement; and

WHEREAS, the City and County wish to continue to jointly provide law enforcement training but understand and agree that the current training facility does not meet the needs of the parties; and

WHEREAS, the City and County have jointly decided to purchase a new turn-key facility (“Law Enforcement Training Center” or “LETC”) located on the Wichita State University Innovation Campus for the purpose of conducting law enforcement training; and

WHEREAS, the City and County desire to state the terms and conditions under which they will jointly operate and maintain the new LETC facility; and

WHEREAS, the Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, authorizes the parties hereto to contract for certain joint cooperative purposes; and

WHEREAS, all parties are, pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements under K.S.A. 12-2904.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

- 1. Recitals.** The recitals are hereby incorporated by reference as if fully set forth herein.
- 2. Authority to Contract.** Each of the parties hereby agrees to the terms and conditions of this Agreement. Each party has taken the necessary affirmative action to adopt the Agreement by a joint resolution and/or ordinance properly presented, adopted and passed as an action of each respective county commission and city council, pursuant to K.S.A. 12-2904(b). A true and correct copy of the resolution and/or ordinance adopted by each party is attached hereto as Exhibit A.

3. Submission to Attorney General. Upon its adoption by each party hereto, this Agreement shall be submitted to the Kansas Attorney General for approval, pursuant to K.S.A. 12-2904(g). Upon approval by the Attorney General, this Agreement will be filed in the Sedgwick County Register of Deeds Office and the office of the Kansas Secretary of State, pursuant to K.S.A. 12-2905.

4. Purpose. The parties to this Agreement desire to continue to enhance the quality and quantity of law enforcement training provided by the Wichita Police Department (“WPD”) and the Sedgwick County Sheriff’s Office (“Sheriff”) by maintaining a combined training academy and sharing certain agreed-upon costs, thereby reducing the overall costs of said training. The parties also desire to allow for training other City and County public safety employees at the LETC, as agreed by the Joint Board, as said board is hereinafter defined. Accordingly, the purpose of this Agreement is to set forth the responsibilities of both parties for the use and maintenance of the new LETC facility located on the Wichita State University Innovation Campus.

5. Joint Use. It is agreed between the parties that, having previously decided to split the purchase price of the LETC facility itself, they shall enjoy equal access to and joint use of the LETC for the duration of this Agreement. The parties agree that it shall be the sole responsibility of the Wichita Police Department Chief of Police (“Chief of Police”) and the Sheriff, or their designees, to establish specific training schedules, and schedules for other uses of the LETC facility, in a manner that is respectful of each party’s joint interest in the LETC.

6. Administration. This Agreement shall be administered by a joint board comprised of the following members: (1) the Wichita Chief of Police; (2) the Sedgwick County Sheriff; (3) one representative appointed by the Wichita City Council; (4) one representative appointed by the Sedgwick County Commission; and (5) one representative of Wichita State University (collectively termed “Joint Board”). The Joint Board shall be responsible for the use, operations and maintenance of the LETC. In the first three (3) years of operation, which shall begin on the date on which the parties receive the certificate of occupancy, the Joint Board shall meet at least quarterly to report on, monitor and discuss the use, operations and maintenance of the LETC. Following the initial three-year period, the joint board may meet as necessary, but at least annually, to report on, monitor and discuss the use, operations and maintenance of the LETC.

7. Budget. The parties agree that City and County shall each provide and maintain a budget for law enforcement training, which shall annually be adopted by the governing bodies thereof. At the conclusion of each calendar quarter, County shall invoice City for its one-half share of the total operating and maintenance expenses for the preceding three months, which shall be determined by subtracting the pro-rata usage share that is to be attributed to and contributed by Wichita State University, and then splitting the remainder equally. Such operating and maintenance expenses shall include, but are not limited to, the following: electricity, natural gas, water and sewer, trash removal, pest control, alarm system, custodial supplies, maintenance equipment and supplies, routine building and grounds maintenance and service, unplanned and/or emergency repairs, employee expenses (salary and benefits) for maintenance worker, and associated costs of insurance and deductible expenses, as set forth herein.

The parties hereto agree that any and all expenses associated with technology including, but not limited to, internet connectivity and telephone, will be the responsibility of the individual party without expectation of reimbursement from any other.

8. Emergency Maintenance. The Joint Board or its designee shall apprise the City and County of significant unplanned maintenance events that require immediate repair (e.g., roof leaks, plumbing

leaks, broken windows, HVAC malfunction, etc.) as soon as it is practically possible, but in no event shall notice be made later than twenty-four (24) hours after discovery by the Joint Board. County agrees to make any such emergency repair in a responsible and timely manner and will submit to City an invoice for an amount equal to City's one-half (1/2) share of the total cost of said emergency repair within thirty (30) days of completion of the emergency repair.

9. Non-Emergency Maintenance. Any upgrades, improvements, replacements or maintenance which do not require an immediate response and/or repair (e.g., daily routine maintenance, interior or exterior painting, window coverings, parking lot projects, shared equipment or commodities, etc.) shall be discussed and agreed upon in advance by City and County.

10. Acquisition, Holding and Disposition of Real and Personal Property. The parties understand and acknowledge that the real property upon which the LETC is built belongs to the Wichita State University Innovation Alliance and, upon the City's and County's purchase of the LETC, will be leased to the parties hereto for one dollar (\$1.00) per year ("Ground Sublease"). For any additional real property that may be jointly acquired pursuant to this Agreement, or for any personal property that may be jointly acquired pursuant to this Agreement, the parties agree that County shall be responsible for acquiring, holding, controlling and disposing of all such real and personal property.

For purposes of this Agreement, any property and equipment for which neither party can reasonably establish ownership rights, whether acquired before or after the effective date of this Agreement, shall be considered property that is jointly owned. Either party can overcome this presumption through prior receipts, invoices, purchase orders or other documentation which indicates that the party was solely responsible for the purchase or receipt of such property or equipment. The parties further agree that, absent a showing of sole ownership rights, any and all proceeds from the disposition of real or personal property will be split equally.

For disposal of individually-owned property, the parties agree that the policies and procedures governing the property owner shall apply. The parties further agree that County policies and procedures will be used to dispose of all jointly-owned property.

11. Mutual Indemnification. County shall at all times save and hold harmless City from all liability, costs, damages and expenses of any kind, including reasonable attorney's fees, for which County may become liable to any person(s) or entities by reason of any claim or damages to the extent caused by acts or omissions of County, its elected and appointed officials, officers, managers, members, employees or agents relating to County's obligations under this Agreement. This shall include worker's compensation matters.

City shall at all times save and hold harmless County from all liability, costs, damages and expenses of any kind, including reasonable attorney's fees, for which City may become liable to any person(s) or entities by reason of any claim or damages to the extent caused by acts or omissions of City, its elected and appointed officials, officers, managers, members, employees or agents relating to City's obligations under this Agreement. This shall include worker's compensation matters

12. Termination for Cause. In the event that any party hereto shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if any party shall violate any of the terms, covenants, conditions or stipulations of this Agreement, and shall fail to correct such failure and/or violation within thirty (30) days notice thereof, the other party shall thereupon have the right, at its sole option, to declare the existence of an event of default and terminate this Agreement immediately. The non-defaulting party shall promptly give notice to the defaulting party specifying the reason(s) for the termination and the effective date

thereof. Notwithstanding the foregoing, neither party shall be relieved of liability to the other party by virtue of any breach of this Agreement.

13. Termination for Convenience. In addition to the provisions for termination for cause outlined in Paragraph 12 herein, either party may terminate this Agreement upon six (6) months written notice to the other, which written notice shall state the effective date of the termination.

14. Disposition of Real and Personal Property (Excluding LETC building) Upon Termination. Upon termination of this Agreement for any reason, any and all real and personal property jointly acquired or jointly purchased by the parties for use at the LETC, except for the LETC building itself, shall be distributed to the City and County such that each party receives fifty percent (50%) of the present fair market value of said property. City and County may agree to receive their fifty percent (50%) fair market value shares in cash, property and equipment, or an agreed upon combination of cash, property and equipment.

15. Disposition of LETC Building Upon Termination. Upon termination of this Agreement for any reason, disposition of the LETC building itself will occur in the following manner. If both parties hereto wish to vacate the LETC building, such building will first be offered for sale to the Wichita State University Alliance (“WSIA”) or, if such entity does not exist at the time of the offering, to Wichita State University (“WSU”). If WSIA or, if WSIA does not exist WSU, chooses not to exercise this right of first refusal, the parties hereto agree to jointly select an appraiser to determine the fair market value of the LETC. Once appraised, the parties hereto agree to offer for sale the LETC building at that fair market value. Upon sale of the LETC building, the parties hereto agree to split the proceeds equally.

In the event that only one party hereto wishes to vacate the LETC building upon termination, the parties agree to jointly select an appraiser to determine the fair market value of the LETC building. Once appraised, the terminating party agrees to pay to the non-terminating party one-half (1/2) of the appraised fair market value.

16. Insurance.

- a. **Liability Insurance.** Each party hereto shall, at its sole cost and expense, maintain general liability insurance against claims for bodily injury, death, or property damage, occurring upon, in, or about the LETC building for at least FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00) for any number of claims arising out of a single occurrence or accident. Each party hereto may self-insure the requisite insurance set forth in this subsection (a).
- b. **Workers Compensation.** Both parties hereto agree to maintain Workers Compensation insurance as provided by state statutes. Each party hereto agrees to waive any and all claims against the other for any and all workers compensation liability.
- c. **Hazard Insurance.** County shall obtain and maintain fire and extended coverage on all personal property belonging to County in or around the LETC building during the term of this Agreement. City shall obtain and maintain fire and extended coverage on all personal property belonging to City in and around the LETC building during the term of this Agreement. County and City agree that the obligation of each party may, with the consent of both parties, be satisfied by the purchase of all required hazard insurance by County and the

reimbursement to County by City of the cost of applicable premiums and claim deductible expense. Such policies shall be in such amounts and coverages as determined by the parties hereto, and shall comply with the requirements of any financing entity or agency. In the event County purchases all required hazard insurance and a claim is made with respect to such insurance coverage, City shall promptly reimburse County for one-half (1/2) the amount of the total deductible that applies to the loss.

- d. **Property Insurance.** County shall obtain and maintain fire and extended coverage on the LETC building during the term of this Agreement. Such policy shall be in such amounts and coverages as determined by County and City, and shall comply with the requirements of any financing entity or agency. City will promptly reimburse County for one-half (1/2) of the premium. If a claim is made with respect to such insurance coverage, City shall promptly reimburse County for one-half (1/2) the amount of the total deductible that applies to the loss.
- e. **Evidence of Insurance.** Each party shall deliver to the other party originals of the policies for which such party is responsible (or, in the case of general public liability insurance, certificates of the insurers) bearing notations that evidence the payment of premiums or accompanied by other evidence of such payment satisfactory to such other party, and for renewal of existing policies or for replacement policies such delivery shall be made not less than fifteen (15) days prior to the expiration date of any policy maintained pursuant to this section (e).

17. Mutual Waivers of Subrogation. Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the LETC building, or the contents thereof which may be caused by fire, casualty, accident or otherwise during the term of this Agreement.

18. Duration. The duration of this Agreement shall commence upon closing, but in no circumstances shall it commence prior to approval of the Attorney General, and shall be perpetual, unless terminated as herein provided.

19. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County
Attn: County Manager
525 N. Main, Suite 343
Wichita, Kansas 67203

and

Sedgwick County Sheriff's Office
Attn: Sedgwick County Sheriff
14 West Elm
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

City: City of Wichita
Attn: City Manager
455 N. Main, 13th Floor
Wichita, Kansas 67202

and

Wichita Police Department
Attn: Chief of Police
455 N. Main
Wichita, Kansas 67202

and

City of Wichita Law Department
Attn: Contract Notification
455 N. Main, 13th Floor
Wichita, Kansas 67202

20. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

21. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

22. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other and subsequent approvals as required by K.S.A. 12-2901 *et seq.* Any attempted amendment without such consent shall be null and void.

23. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

24. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver.

25. Force Majeure. Neither party shall be held liable if the failure to perform under this Agreement arises out of causes beyond its control. Causes may include, but are not limited to, acts of nature,

fires, tornadoes, quarantine, strikes other than by either its employees, and freight embargoes.

26. Nondiscrimination and Workplace Safety. Both parties agree to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS:

CITY OF WICHITA, KANSAS

James M. Howell, Chairman
Commissioner, Fifth District

Jeffrey Longwell
Mayor

Jeff Easter
Sedgwick County Sheriff

Gordon Ramsay
Wichita Chief of Police

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

Eric Yost
County Counselor

Jennifer Magana
City Law Director

ATTESTED TO:

ATTESTED TO:

Kelly B. Arnold
County Clerk

Karen Sublett
City Clerk

KANSAS ATTORNEY GENERAL:

Derek Schmidt _____
Date